

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

<u>In re</u>)	Chapter 11
)	
Kiebler Recreation, LLC)	Case No. 10-15099
)	
Debtor.)	Judge Baxter
)	

**AFFIDAVIT OF ROBERT FOLLAND IN SUPPORT OF APPLICATION OF
DEBTOR FOR ORDER AUTHORIZING DEBTOR TO EMPLOY
THOMPSON HINE LLP AS COUNSEL *NUNC PRO*
*TUNC TO MAY 26, 2010***

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The undersigned, being first duly sworn, states as follows:

1. I am a partner at the law firm Thompson Hine LLP ("Thompson Hine"). I am an attorney at law duly licensed and in good standing to practice law in the State of Ohio, and am I admitted to practice in the United States Bankruptcy Court for the Northern District of Ohio. There are no disciplinary proceedings pending against me. I have personal knowledge of the facts contained herein and am competent to make this Affidavit in support of the above-referenced application.

2. I offer this Affidavit, pursuant to 11 U.S.C. § 327 and Rule 2014 of the Federal Rules of Bankruptcy Procedure, in support of the application of Kiebler Recreation, L.L.C., as debtor in possession ("Debtor"), to employ Thompson Hine LLP as attorney for the Debtor (the "Application").

3. Thompson Hine is a 400-lawyer full service law firm and has, in particular, extensive experience in complex chapter 11 reorganization cases, including the

representation of debtors, trustees, creditors and creditors' committees in significant cases in various districts. As such, Thompson Hine is well-qualified to represent the Debtor in this proceeding.

4. Subject to the Court's approval, Thompson Hine proposes to charge for its professional services rates that are discounted from its ordinary and customary hourly rates, all pursuant to the terms and provisions of Title 11 of the United States Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules of this Court and any order entered by this Court pertaining to the payment of retained professionals. The discounted hourly rates which Thompson Hine proposes to charge for services in this case are currently as follows:

Robert C. Folland	\$450/hr.
Andrew L. Turscak, Jr.	\$325/hr.
Jeremy M. Campana	\$325/hr.
Curtis Tuggle	\$270/hr.
Mark A. Weintraub	\$270/hr.
Marcia Burston (paralegal)	\$195/hr.
Jeff Moore (paralegal)	\$195/hr.
Other partners	\$305 to \$775/hr.
Other associates	\$210 to \$425/hr.

Thompson Hine customarily reviews its professional and paraprofessional hourly rates on an annual basis. Any revisions to the above-referenced rates will be brought to the attention of the Court by supplemental disclosure or by such other means as the Court may direct.

5. Based on the conflicts searches conducted to date and described herein, to the best of my knowledge, neither I, Thompson Hine, nor any partner, of counsel or associate of Thompson Hine, insofar as I have been able to ascertain, has any connection with the Debtor, its creditors or any other parties in interest, except as disclosed or otherwise described herein.

6. Thompson Hine has conducted a conflict of interest survey covering the Debtor's secured and unsecured creditors. On the basis of the survey results, to the best of my

knowledge, information and belief, Thompson Hine has not represented any creditor, equity security holder or other party in interest in matters involving the Debtor or in connection with this proceeding. In wholly unrelated matters, Thompson Hine has represented or currently represents certain parties that are also unsecured creditors of the Debtor, as well as several parties that are affiliated with unsecured creditors of the Debtor, as set forth on the list attached hereto as Exhibit 1. Thompson Hine's representations of these parties involve matters unrelated to this case.

7. Thompson Hine has in unrelated matters represented, and it currently represents, Huntington National Bank and/or its predecessor by merger Sky Bank ("Huntington"), which provides loans to the Debtor, secured by a lien on the Debtor's property. Thompson Hine also has in unrelated matters represented, and it currently represents, PNC Bank and/or its predecessor by merger National City Bank ("PNC"), which also provides loans to the Debtor, secured by a lien on the Debtor's property. Thompson Hine does not represent Huntington or any companies affiliated with Huntington in this matter. Thompson Hine does not represent PNC or any companies affiliated with PNC in this matter. Thompson Hine has not, and will not, represent any creditor or party in interest in this case or in any proceeding related hereto. None of the aforementioned creditors accounted for more than 1% of Thompson Hine's 2009 annual revenues. In the event that Thompson Hine discovers additional creditors that have maintained or currently maintain an attorney-client relationship with Thompson Hine, Thompson Hine shall disclose same to the Court and seek a waiver of any potential conflict from the appropriate client(s) where necessary.

8. Thompson Hine holds a retainer in the amount of \$5,549.82 (the "Retainer") that was not applied by the firm as of the Petition Date. Thompson Hine will only

apply the Retainer in accordance with and pursuant to orders of this Court. In addition, the Debtor owed approximately \$39,014.19 to Thompson Hine for unpaid fees and expenses as of the Petition Date, and Thompson Hine has agreed to waive any resulting claim for fees and expenses incurred prior to that date. Finally, Thompson Hine received payment in the amount of \$17,485 for services rendered during the ninety day period preceding the filing of the Debtor's case. Neither the Debtor nor Thompson Hine believes such payment is subject to recovery as a preferential payment because it was made in the ordinary course of business and in exchange for new value provided by Thompson Hine. To the extent the return of such payment may be sought, Thompson Hine will waive any resulting claim.


9. Based upon the foregoing, Thompson Hine believes it is "disinterested" within the meaning of 11 U.S.C. § 101(14) and does not hold or represent an interest adverse to the estate.

10. To the best of my knowledge, information and belief, none of the partners, associates or professional employees of Thompson Hine is a relative of any judge of the United States Bankruptcy Court for the Northern District of Ohio or of the United States Trustee for Region 9, nor has any partner, associate or employee of Thompson Hine been so connected with any judge or the United States Trustee as to render the employment of Thompson Hine improper.

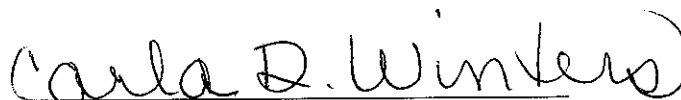
11. Neither I, Thompson Hine, nor any partner or associate thereof, has received or been promised any compensation for legal services rendered or to be rendered in connection with this case, except as permitted by the Title 11 of the United States Code and as disclosed in the Application. Thompson Hine has not agreed to share compensation received in connection with this case with any other person, except as permitted by 11 U.S.C. § 504(b) and

Rule 2016 of the Federal Rules of Bankruptcy Procedure in respect of the sharing of compensation among members of the firm.

FURTHER AFFIANT SAYETH NAUGHT.


Robert C. Folland, Esq.

SWORN TO BEFORE ME and subscribed in my presence this 15th day of June 2010.


Notary Public



Carla D. Winters
Notary Public - State of Ohio
My Commission Expires November 4, 2011

EXHIBIT "1"

INTERESTED PARTIES

Currently Represented by Thompson Hine

Chromate Industrial Corporation
CIT Group, Inc.
General Electric Company
GMAC LLC
Huntington National Bank
National City Bank
Office Depot, Inc.
Pepsi Co, Inc.
PNC Bank
PNC Capital Markets
Sherwin Williams Company
Verizon Communications
Windstream Corporation

Formerly Represented by Thompson Hine

Damon Morey, LLP
Greater Cleveland Partnership
Johnson Controls, Inc.
Pitney Bowes
Southern Wine & Spirits of America

Affiliates of Interested Parties Currently Represented by Thompson Hine

Bank of America, NA (affiliate of creditor Banc of America Leasing)
Kiebler Slippery Rock, LLC (affiliate of debtor Kiebler Recreation, LLC)